

**CALIFORNIA CONSUMER ATTORNEYS, P.C.**

Michael H. Rosenstein (SBN 169091)

mhr@calattorneys.com

Sepehr Daghighian (SBN 239349)

sd@calattorneys.com

Michael W. Oppenheim (SBN 331956)

mwo@calattorneys.com

10866 Wilshire Blvd, Suite 1200

Los Angeles, CA 90024

Telephone: (310) 872-2600

Facsimile: (310) 730-7377

Attorneys for Plaintiff,

**HASHMATULLAH RAHMATI**

**CLARK HILL LLP**

C. Brian Wagner (SBN 302516)

Georges A. Haddad (SBN 241785)

Vanessa Dao (SBN 328178)

505 Montgomery Street, 13th Floor

San Francisco, California 94111

Telephone: (415) 984-8500

Facsimile: (415) 984-8599

Attorneys for Defendant,

**BMW OF NORTH AMERICA, LLC**

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

HASHMATULLAH RAHMATI, an  
individual

Plaintiff,

vs.

BMW OF NORTH AMERICA, LLC, a  
Delaware Limited Liability Company,  
and DOES 1 through 10, inclusive,

Defendants.

Case No. 2:23-cv-00254-MCE-CKD  
Judge: Hon. Morrison C. England, Jr.  
Mag. Judge: Carolyn K. DeLaney

STIPULATED PROTECTIVE  
ORDER

Date Filed: February 9, 2023  
Trial Date: Not Set

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective Order does not entitle them to a file confidential information under seal; Civil Local Rules 141 and 141.1 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists, and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes,

1 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
2 information, to facilitate the prompt resolution of disputes over confidentiality of  
3 discovery materials, to adequately protect information the parties are entitled to keep  
4 confidential, to ensure that the parties are permitted reasonable necessary uses of  
5 such material in preparation for and in the conduct of trial, to address their handling  
6 at the end of the litigation, and serve the ends of justice, a protective order for such  
7 information is justified in this matter. It is the intent of the parties that information  
8 will not be designated as confidential for tactical reasons and that nothing be so  
9 designated without a good faith belief that it has been maintained in a confidential,  
10 non-public manner, and there is good cause why it should not be part of the public  
11 record of this case.

12  
13 2. DEFINITIONS

14 2.1 Action: this pending federal law suit.

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored, or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information  
24 or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced

1 or generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association,  
9 or other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a  
11 party to this Action but are retained to represent or advise a party to this Action and  
12 have appeared in this Action on behalf of that party or are affiliated with a law firm  
13 which has appeared on behalf of that party, including support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

27  
28 3. SCOPE

1 The protections conferred by this Stipulation and Order cover not only  
2 Protected Material (as defined above), but also (1) any information copied or  
3 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
4 compilations of Protected Material; and (3) any testimony, conversations, or  
5 presentations by Parties or their Counsel that might reveal Protected Material.

6 Any use of Protected Material at trial shall be governed by the orders of the  
7 trial judge. This Order does not govern the use of Protected Material at trial.

8 4. DURATION

9 Once a case proceeds to trial, all of the information that was designated as  
10 confidential or maintained pursuant to this protective order becomes public and will  
11 be presumptively available to all members of the public, including the press, unless  
12 compelling reasons supported by specific factual findings to proceed otherwise are  
13 made to the trial judge in advance of the trial. See Kamakana v. City and County of  
14 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
15 showing for sealing documents produced in discovery from “compelling reasons”  
16 standard when merits-related documents are part of court record). Accordingly, the  
17 terms of this protective order do not extend beyond the commencement of the trial.  
18

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
21 Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate for  
24 protection only those parts of material, documents, items, or oral or written  
25 communications that qualify so that other portions of the material, documents,  
26 items, or communications for which protection is not warranted are not swept  
27 unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper  
2 purpose (e.g., to unnecessarily encumber the case development process or to impose  
3 unnecessary expenses and burdens on other parties) may expose the Designating  
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for  
22 inspection need not designate them for protection until after the inspecting Party has  
23 indicated which documents it would like copied and produced. During the  
24 inspection and before the designation, all of the material made available for  
25 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
26 identified the documents it wants copied and produced, the Producing Party must  
27 determine which documents, or portions thereof, qualify for protection under this  
28 Order. Then, before producing the specified documents, the Producing Party must

1 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
2 If only a portion or portions of the material on a page qualifies for protection, the  
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify  
6 the Disclosure or Discovery Material on the record, before the close of the  
7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary and  
9 for any other tangible items, that the Producing Party affix in a prominent place on  
10 the exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL.” If only a portion or portions of the information  
12 warrants protection, the Producing Party, to the extent practicable, shall identify the  
13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such material.  
17 Upon timely correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

## 20 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
26 resolution process under Civil Local Rule 251.

27 6.3 The burden of persuasion in any such challenge proceeding shall be  
28 on the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
2 parties), may expose the Challenging Party to sanctions. Unless the Designating  
3 Party has waived or withdrawn the confidentiality designation, all parties shall  
4 continue to afford the material in question the level of protection to which it  
5 is entitled under the Producing Party's designation until the Court rules on the  
6 challenge.

7  
8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that  
10 is disclosed or produced by another Party or by a Non-Party in connection with  
11 this Action only for prosecuting, defending, or attempting to settle this Action.  
12 Such Protected Material may be disclosed only to the categories of persons and  
13 under the conditions described in this Order. When the Action has been  
14 terminated, a Receiving Party must comply with the provisions of Section 13 below  
15 (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at  
17 a location and in a secure manner that ensures that access is limited to the  
18 persons authorized under this Order.

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
20 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated  
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
24 well as employees of said Outside Counsel of Record to whom it is reasonably  
25 necessary to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel) of  
27 the Receiving Party to whom disclosure is reasonably necessary for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom



disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement

1 with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Stipulated  
3 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
4 specific description of the information requested; and

5 (3) make the information requested available for inspection by the Non-  
6 Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this Court within  
8 14 days of receiving the notice and accompanying information, the Receiving Party  
9 may produce the Non-Party's confidential information responsive to the discovery  
10 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
11 not produce any information in its possession or control that is subject to the  
12 confidentiality agreement with the Non-Party before a determination by the Court.  
13 Absent a court order to the contrary, the Non-Party shall bear the burden and  
14 expense of seeking protection in this Court of its Protected Material.

15  
16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
18 Protected Material to any person or in any circumstance not authorized under this  
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
21 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
22 or persons to whom unauthorized disclosures were made of all the terms of this  
23 Order, and (d) request such person or persons to execute the "Acknowledgment and  
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25 \\\

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
27 PROTECTED MATERIAL

28 When a Producing Party gives notice to Receiving Parties that certain

1 inadvertently produced material is subject to a claim of privilege or other protection,  
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
3 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
4 procedure may be established in an e-discovery order that provides for production  
5 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
6 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
7 communication or information covered by the attorney-client privilege or work  
8 product protection, the parties may incorporate their agreement in the stipulated  
9 protective order submitted to the Court.

## 10 11 12. MISCELLANEOUS

12 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
13 to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in this  
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
18 ground to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Civil Local Rules 141 and 141.1.  
21 Protected Material may only be filed under seal pursuant to a court order  
22 authorizing the sealing of the specific Protected Material at issue. If a Party's  
23 request to file Protected Material under seal is denied by the court, then the  
24 Receiving Party may file the information in the public record unless otherwise  
25 instructed by the court.

## 26 13. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in Section 4  
28 (DURATION), within 60 days of a written request by the Designating Party, each

1 Receiving Party must return all Protected Material to the Producing Party or destroy  
2 such material. As used in this subdivision, “all Protected Material” includes all  
3 copies, abstracts, compilations, summaries, and any other format reproducing or  
4 capturing any of the Protected Material. Whether the Protected Material is returned  
5 or destroyed, the Receiving Party must submit a written certification to the  
6 Producing Party (and, if not the same person or entity, to the Designating Party) by  
7 the 60 day deadline that (1) identifies (by category, where appropriate) all the  
8 Protected Material that was returned or destroyed; and (2) affirms that the Receiving  
9 Party has not retained any copies, abstracts, compilations, summaries, or any other  
10 format reproducing or capturing any of the Protected Material. Notwithstanding this  
11 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
12 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
13 deposition and trial exhibits, expert reports, attorney work product, and consultant  
14 and expert work product, even if such materials contain Protected Material. Any  
15 such archival copies that contain or constitute Protected Material remain subject to  
16 this Protective Order as set forth in Section 4 (DURATION).

17 \\  
18 \\  
19 \\  
20 \\  
21 \\  
22 \\  
23 \\  
24 \\  
25 \\  
26 14. Any violation of this Order may be punished by any and all appropriate  
27 measures including, without limitation, contempt proceedings and/or  
28 monetary sanctions.

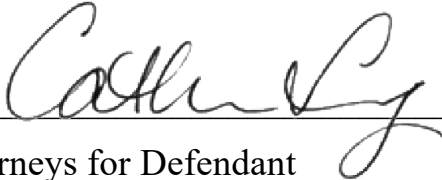
IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED February 18, 2024



Attorneys for Plaintiff

DATED: February 27, 2024



Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: February 28, 2024



Chief United States Magistrate Judge  
Eastern District of California

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Hashmatullah Rahmati v. BMW of North America, LLC (Case No. 2:23-CV-00254-CKD). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_